

Contract no. 1267

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AGREEMENT

BETWEEN

TOWNSHIP OF DENVILLE

and

DENVILLE TOWNSHIP EMPLOYEES ASSOCIATION

January 1, 1992 to December 31, 1993

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DENVILLE TOWNSHIP EMPLOYEES' ASSOCIATION AGREEMENT

PREAMBLE

This agreement, entered into this       day of       ,  
1992, for the years 1992 and 1993, by and between the Township of  
Denville, a Municipal Corporation of the State of New Jersey, having  
its principal office at 1 St. Mary's Place, in the Township of Denville,  
County of Morris and State of New Jersey, hereinafter designated  
as "DENVILLE" or the "TOWNSHIP" and the Denville Township Employees'  
Association, hereinafter designated as the "ASSOCIATION".

W I T N E S S E T H

WHEREAS, the TOWNSHIP has an obligation, pursuant to Chapter  
303 Public Laws of 1968, to negotiate with the ASSOCIATION as the  
representative of employees hereinafter designated with respect to  
the terms and conditions of employment; and

WHEREAS, the parties through negotiations in good faith have  
reached certain agreements which they desire to set forth in this  
collective negotiation agreement;

NOW, THEREFORE, in consideration of the following mutual covenants  
and other good and valuable consideration, the TOWNSHIP and the ASSOCIATION  
agree:

## ARTICLE I

### RECOGNITION CLAUSE

The TOWNSHIP hereby recognizes the ASSOCIATION as the exclusive representative for collective negotiations on all matters pertaining to wages, hours and other terms and conditions of employment for all full time employees of the TOWNSHIP but excluding Police, Public Works employees, confidential employees, temporary employees, members of the Denville Township Supervisory Association and CETA employees.

For purposes of this Article, all full time employees are those who work twenty (20) hours or more per week on a regular employment basis and/or those who work eight (80) hours per month on a regular employment basis.

## ARTICLE II

### MANAGEMENT'S RIGHT AND RESPONSIBILITIES

The TOWNSHIP, on its own behalf and on behalf of the citizens of the Township of Denville in the County of Morris and State of New Jersey, does hereby retain and reserve unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitutions and Laws of the United States of America and the State of New Jersey, including but not limited to the following rights:

A. To the executive management and administrative control of the Township and its properties and facilities, and the activities of its employees.

B. To hire all employees, and subject to the provisions of law to determine their qualifications and the conditions for their continued employment of their dismissal or demotion; and to promote and transfer all such employees.

C. To determine work schedules, the hours of work and the duties, responsibilities and assignments of all employees, and the terms and conditions of employment.

D. After an employee has successfully completed and approved job related course or has been trained in the operation of any additional new equipment which will result in additional duties and/or levels of responsibility, an adjustment may be made to their salary, after approval from the Department Head and Administration. The Association President shall be notified prior to any adjustments in salary for job change, upgrading, new duties, certifications, etc. No employee covered under this contract is permitted to negotiate for him or her self without the president's knowledge.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Township of Denville; the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement so long as they are in compliance with the Constitutions and Laws

of the United States of America and the State of New Jersey. Nothing contained herein shall be considered or construed to deny or restrict the TOWNSHIP of its rights, responsibilities and authority under municipal and other laws of the State of New Jersey or any other federal, state, county, regional, district or local laws, rules, regulations, directives or orders applicable to the operation and performance of its functions.

### ARTICLE III

#### SICK LEAVE

A. Each regular full time employee covered by this Agreement shall be entitled to compensable sick leave of eighteen (18) days per year. All unused sick days may be accumulated without limitation with a maximum of one hundred twenty (120) days credited toward retirement as terminal pay, after ten (10) or more years of service. The eighteen (18) days added on the first day of each year will be used throughout the year before deduction from accumulation.

B. To qualify for regular pay under the provision of this Agreement on account of illness, absences for five (5) or more consecutive days must be supported by a physician's certificate as to the specific cause of absence, when requested by the Business Administration. Failure to provide such a physician's certification shall result in the forfeiture of vacation and holiday benefits in the amount of time equal to the absence, or a loss of pay, if the employee's vacation entitlement has been exercised and used during that year. All payment for sick leave entitlement shall be subject to the approval of the Business Administrator of the Township of Denville.

C. If an employee attains the maximum accumulation, the employee can add one-third ( $1/3$ ) of each year's remaining sick days for purposes of his terminal leave bank to the one hundred twenty (120) bank, up to a cap of two hundred (200) days. However, the employee must exercise this option after the 31st of December in each year. The formula for retirement purposes is one-third ( $1/3$ ) of unused accumulated sick days over one hundred twenty (120) up to a cap of two hundred (200) days.

D. It is understood and agreed between both parties that sick days during a holiday shall not be charged against the employee's sick time and the employee shall receive full holiday pay within the terms of this Agreement provided, however, that the employee has had five (5) months consecutive service with the TOWNSHIP.

E. It is understood and agreed that the eighteen (18) compensable sick leave days can be used in one calendar year when a member of the immediate family residing in the household is ill requiring the employee's attendance as long as a physician's certificate is approved by the Business Administrator. It is also understood and agreed that the eighteen (18) days will revert to three (3) days for a family member if illness is not serious in nature.

F. A member of this unit may choose an alternate plan providing that he/she has twelve (12) days remaining from the current year's allotment of eighteen (18) sick days - or  $2/3$  of allotted sick time for that year. The formula will be as follows:

1. 1/3 of unused sick time to be added to his next year's vacation, if he/she chooses.
2. The unused 2/3 will be given back to the Township.
3. This amount of days (if option is taken to transfer Sick Days to Vacation Days) must be taken consecutively, not individually.
4. The employee will be given a statement of unused sick time by the Administrator at the end of each fiscal year, after December 31.
5. The employee must make a decision within seven (7) days of receipt of this statement, of his intention. The decision will be final and binding.
6. To qualify for this plan, an employee must have 50 days, minimum in his/her bank.
7. If an employee does not choose an alternative, the unused sick days will go towards accumulation.

#### ARTICLE IV

#### BULLETIN BOARD

The TOWNSHIP shall provide a bulletin board for the use of the ASSOCIATION in a place that is accessible to all employees. This bulletin board may also be used for the posting of official TOWNSHIP communications.



## ARTICLE V

### JOB POSTINGS

The representative of the ASSOCIATION will be notified of all permanent vacancies or promotions for full and part-time positions incorporated in this Agreement and a posting for a minimum of five (5) work days will be provided on the employee's bulletin board.

All applicants for vacancies and/or promotional positions shall receive an interview as well as a written reply to the status of the position(s) in questions.

It is agreed that, where practicable, preference will be given to the candidates who qualify from within the bargaining unit for the vacant or newly created position.

It is specifically understood and agreed that the TOWNSHIP reserves the sole right to make all final decisions with regard to promotions or filling vacant positions, including temporarily filling a vacancy for emergency reasons, prior to posting.

## ARTICLE VI

### DUES CHECK-OFF

A. The TOWNSHIP agrees to deduct monthly ASSOCIATION membership dues from the pay of those employees who individually and voluntarily request in writing that such deduction be made on a form agreed upon between the TOWNSHIP and the ASSOCIATION and consistent with applicable law. The amount to be deducted shall be certified to the TOWNSHIP

by the Treasurer of the ASSOCIATION and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the ASSOCIATION by the 15th of the month after the month in which such deductions are made.

B. Any written dues deduction authorization form may be withdrawn by an employee in writing and said deduction shall be discontinued as of January 1 or July 1 next succeeding the day on which the notice of withdrawal is filed.

C. The ASSOCIATION agrees to indemnify and hold harmless the TOWNSHIP from any cause of action, claims, loss or damages incurred as a result of this clause.

D. The TOWNSHIP agrees to comply with all the revisions of the New Jersey Employer-Employee Relations Act as amended to establish an "agency shop" in the public sector, effective July 1, 1980. The fair share payment for non-members of the ASSOCIATION shall be 50% of the established dues structure and shall be made payable in accordance with "Agency Shop Act".

#### ARTICLE VII

##### PERSONAL LEAVE OF ABSENCE .

All employees shall be entitled to the following temporary leaves of absence, with pay:

A. Jury Duty: When called for jury duty and for the duration of such service, however, the employee will be expected and required to report for work at such times as his presence as a juror is excused. The TOWNSHIP shall have the right to request certification from the Clerk of the Court setting forth the period of such jury duty service. Employees shall not be required to return payment for service as a juror and/or said amount shall not be deducted from their salary.

B. Bereavement Leave: Each employee covered by this Agreement shall be entitled to three (3) off duty days with pay on the days immediately following the death of spouse, children, mother, mother-in-law, father, father-in-law, sisters or brothers, grandparents and grandchildren providing the employee attends the funeral. The TOWNSHIP reserves the right to request proof of relationship provided employee attends funeral services. In special cases, at the discretion of the Administration, and approval by the Mayor or Business Administrator, additional leave, with or without pay, may be granted when requested by an employee.

C. Personal Leave: Each member covered by this Agreement shall be entitled to three (3) personal leave days per calendar year providing the employee gives notice to the Office of the Business Administrator prior to the start of the work day where the employee requests personal leave. Unused personal days will not be carried over to the following year.

Those members hired after January 1, 1984 will be entitled to personal days as follows:

<u>Length of Continuous Service</u>	<u>Personal Days</u>
After two (2) years of employment	one (1) day
After three (3) years of employment	two (2) days
After four (4) years of employment	three (3) days

#### ARTICLE VIII

##### LEAVE WITHOUT PAY

All employees shall be entitled to the following temporary leaves of absence without pay:

A. Marriage Leave: Upon written request, subject to approval by the Mayor, after the recommendation by the Business Administrator, a leave of absence, without pay, for the purpose of being married may be granted to an employee. Said leave is not to exceed a period of one week.

B. Maternity Leave:

1. To qualify for maternity leave, an employee must be employed in the Township for a period of one (1) year as a full-time employee. The employee shall notify her Department Head of her pregnancy as soon as it is medically confirmed. She may request a maternity leave up to and including six (6) months, using her accumulated sick days first. Said employee may also elect to return, to former position, at an earlier date, provided her doctor deems her medically fit and gives her a written release.

2. If the employee is requesting time off without pay, her request must be in writing to the Administrator's Office, who may/may not recommend approval to the Municipal Council. If approved by the Council by Resolution, it will be the employee's responsibility to contact the Finance Department regarding payment of pension rights or retention in the Health Benefit Program/Prescription Plan.

C. Other Leaves of Absence: Leave of absence with full loss of salary may be granted by the TOWNSHIP FOR A LIMITED AND DEFINITE PERIOD. No request for a Leave of Absence will be considered (1) until written application containing a statement of reasons for leave has been filed with the Business Administrator and (2) until the Business Administrator has submitted to the Mayor and the Council his recommendation with respect to the application.

## ARTICLE IX

### GRIEVANCE PROCEDURE

#### Definitions:

1. The term "grievance" means a complaint by any employee that, as to the employee, there has been an inequitable, improper or unjust application, interpretation or violation of the Agreement.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. Employee is defined as all employees covered under the terms of this Agreement.

Purpose: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise, affecting employees as defined in this Agreement, solely restricted to the terms and conditions of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Grievance: Should any dispute or difference arise between the TOWNSHIP and the unit representative or its members as to the interpretation, application or operation of any provision of this Agreement. Both parties shall endeavor to settle same in the simplest and most direct manner. The procedure shall be as follows, unless any step thereof is waived by mutual consent:

First: A grievance shall be reduced to writing and filed with the aggrieved person's supervisor within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held between the grievant (with the unit representative and attorney, if so desired) and the supervisor within five (5) working days after the filing of the written statement with the supervisor. The supervisor shall give his written answer within five (5) working days after the meeting.

It is specifically understood and agreed between the parties that failure to act within said ten (10) day period shall be deemed to constitute an abandonment of the grievance unless same is of a continuing nature.

An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

Second: If the grievance is not settled at the first step, the grievant or the representative from the ASSOCIATION may make written request for a second step meeting within ten (10) days after the answer is given at the first setup, except that in disciplinary action grievances the written request for a second step meeting shall be made within five (5) working days after the answer is received at the first step.

The second step meeting shall be with the Business Administrator within ten (10) days after the filing of the written request for a second step meeting. The Business Administrator shall give his written answer within five (5) working days after the meeting.

Third: If the grievance is not settled at the second step, the grievant or the representative from the ASSOCIATION may make written request for a third step meeting within ten (10) calendar days after the answer is given at the second step, except that in disciplinary action grievances, the written request for a third step meeting shall be made within five (5) working days after the answer is received at the second step. The Business Administrator shall set a meeting within five (5) working days after the request is received

or for such other time as is mutually agreeable. This third step meeting shall be between the Mayor of the TOWNSHIP acting on behalf of the TOWNSHIP and the grievant, with the ASSOCIATION'S representative and the grievant's attorney, if the grievant has counsel. The TOWNSHIP'S answer to the third step shall be delivered to the ASSOCIATION within five (5) working days after the meeting.

A disciplined employee may, at option, proceed initially to the second step of the grievance procedure, or to the third step if the grievance relates to an action of the Business Administrator. Grievances concerning such matters shall be filed in writing with the Business Administrator within ten (10) working days after the event or the option under this section shall be deemed waived. The second step grievance meeting on disciplinary matters shall be held within ten (10) working days after a request unless other arrangements are mutually agreed upon.

Fourth: If the aggrieved person or the ASSOCIATION representative is not satisfied with the handling or result of the grievance at the third level, he may within fifteen (15) days notify the Mayor of the TOWNSHIP in writing that he wishes to take the matter to arbitration. It is expressly understood and agreed that the submission of this matter to arbitration under the terms and conditions set forth herein shall be a condition precedent to the institution of any civil action in a court of competent jurisdiction and that the failure to proceed through the grievance procedure set forth in this Agreement shall be grounds for dismissal of such civil action.



Within ten (10) working days after such written notice of submission to arbitration the Business Administrator of the TOWNSHIP and the ASSOCIATION'S representative shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by the aggrieved party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision ordering an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the TOWNSHIP and to the representative and shall be binding upon the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the TOWNSHIP and the ASSOCIATION. Any additional expenses incurred shall be paid by the party incurring same.

## ARTICLE X

### HOLIDAYS

All employees covered under the terms of this Agreement shall be entitled to the listed holidays with pay:

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day  
Friday after Thanksgiving

Christmas Day

1992 Floating Holiday  
July 6, 1992

1993 Floating Holiday  
July 2, 1993

The above listed twelve (12) holidays includes the floating holiday, which incorporates a total of twelve (12) holidays.

When any of the above mentioned holidays fall on a Saturday or Sunday, such holiday shall be celebrated on either the Friday before or the Monday after, as designated by the TOWNSHIP. To be entitled to any of the above paid holidays, the employee must work

the regular work days before and after such holiday, except if the holiday falls during an employee's vacation period, in which event the employee will receive an additional day of vacation.

Any time that the Municipal Office is closed at the direction of the Mayor, employees covered under the terms of this Agreement will be given a day off with pay.

#### ARTICLE XI

##### GROUP INSURANCE BENEFITS

The TOWNSHIP agrees to pay 100% of the premium costs of the existing health plan coverage including Blue Cross, Blue Shield, Major Medical, and Rider J or equivalent insurance coverage for all full time employees covered under the terms of this Agreement and their immediate families (spouse and eligible children).

The Prescription Plan to be selected by the TOWNSHIP will cover the immediate families (spouse and children) and will have a \$2.00 deductible clause payable by employee at time of issuance of prescription.

#### ARTICLE XII

##### DENTAL BENEFITS

The Township shall provide, at the Township's cost and expense, a Dental Plan provided by the New Jersey Dental Service Plan, Inc., which plan is commonly known as "The Delta Dental Plan" covering each employee and his immediate family.

#### EYEGLOSS BENEFITS

The Township shall provide, at the Township's cost and expense, a Vision Care Plan known as a non-deductible plan provided by the Vision Service Plan of One Gatehall Drive, Parsippany, N.J. 07054 covering each employee only.

#### SUPPLEMENTAL BENEFITS

The TOWNSHIP will pay a \$200 stipend in 1992 and \$250 in 1993 to each full-time employee and/or employee who works 20 hours or more a week and is covered under the Township Benefits.

#### ARTICLE XIII

##### WORK RELATED EQUIPMENT AND TUITION

The TOWNSHIP shall provide work related equipment such as foul weather gear or uniforms, when required and approved by the Business Administrator.

Tuition for work related courses will be paid when required and approved by the Business Administrator.

#### ARTICLE XIV

##### HOURS OF WORK

Full time employees covered under the terms of this Agreement shall work seven (7) hours per day, five (5) days per week. In the event that an employee is required to perform duties in excess of thirty five (35) hours in one calendar weeks, said employee shall be compensated at straight time (1/70) of the biweekly salary per hour to forty (40) hours and in excess of forty (40) hours in one

(1) calendar week, at time and one-half (3/140) of the biweekly salary per hour for each hour worked or major fraction thereof, all provided advance approval is granted by the Business Administrator.

CALL OUT: The following job titles will be compensated for a minimum of two hour (2) hours call out time at the time and one-half rate for work in excess of 40 hours per week during the hours of Monday through Friday between the hours of 11:00 p.m. and 7:00 a.m. and the weekend hours being 11:00 p.m. Friday through 7:00 a.m. Monday.

Deputy Court Clerk  
Social Services Director  
Dog Warden

If at any time a new position is required to have call out time, the above will be reviewed with the Supervisor and the Business Administrator.

#### ARTICLE XV

##### VACATION

Each regular full time employee covered under the terms of this Agreement shall be entitled to the following vacation schedule:

<u>Length of Continuous Service</u>	<u>Vacation</u>
Over months to 1 year	1 day per month, starting with the fifth month of employment
After 1 year to 4 years	10 working days
After 4 years to 14 years	10 working days plus 1 day per year of service after fourth year
After 14 years to 19 years	20 working days plus 1 day per year service after fourteenth year
After 19 years	25 working days plus 1 day per year of service for each year in excess 19 years, up to a maximum of 30 working days

Vacation eligibility shall be calculated from the date of employment as follows: An employee will receive full vacation pay if the employee is still in the employ of the Township after September 1 of any year following the employee's anniversary date. In the employee's first year, vacation will be prorated.

Administration reserves the sole right to allow an employee to forego earned vacation.

The accruing of vacation shall be strictly prohibited unless approved by the Business Administrator. In any event, such accrual shall not exceed the earned days of the previous year.

#### ARTICLE XVI

#### MISCELLANEOUS

#### ALTERATION OF AGREEMENT

No agreement or amendment shall be binding on any of the parties hereto unless such agreement is made and executed in writing between the parties.

#### NON DISCRIMINATION

The TOWNSHIP and the ASSOCIATION both agree that they shall not discriminate against any employee because of race, color, creed, religion, nationality, sex, age or Association membership.

#### PRESIDENT'S RELEASED TIME

The ASSOCIATION President, or designee, appointed annually, designated in writing shall be allowed released time, without loss of pay, from assigned duties for the investigation of grievances, handling of grievances and arbitration purposes providing that such

released time is approved by the immediate supervisor and counter approved by the TOWNSHIP Business Administrator. It is agreed between both parties that if there is an abuse of the aforementioned released time the TOWNSHIP has the sole right to discontinue this practice for the ASSOCIATION President.

#### DISTRIBUTION OF AGREEMENT

After the signing of this Agreement the TOWNSHIP, at its expense, will reproduce this Agreement in sufficient quantities so that each employee in the unit may receive a copy and so that there are sufficient additional copies of this Agreement for distribution to employees subsequently hired.

#### MAINTENANCE OF BENEFITS

All working conditions in effect on the date of the execution of this Agreement shall be continued for the duration of this Agreement.

#### TRANSPORTATION EXPENSE

All mileage, in lieu of actual expenses of transportation, allowed, any employee covered under the terms of this Agreement travelling by his own vehicle on approved municipal business away from the designated post of duty shall be at the rate of \$.25 per mile.

### ARTICLE XVII

#### SALARIES

Employees covered under the terms of this Agreement shall have their salaries increased by 4.5% in 1992 and 5% in 1993. The 1992 increase is retroactive to January 1, 1992. Payment of this 1992 adjustment for the increase shall be made thirty (30) days after signing of this contract.

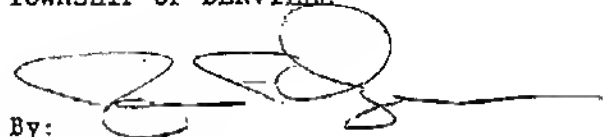
ARTICLE XVIII

TERM OF CONTRACT

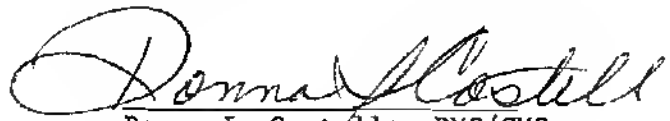
This Agreement shall be deemed effective as of the first day of January 1992 and shall remain in full force and effect for a period two (2) years and shall expire on the thirty-first day of December 1993, with salary adjustments and benefits retroactive to January 1, 1992.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and set their hands and seals thereon executing this Agreement by their duly authorized agents this <sup>24<sup>th</sup></sup> day of *July*, 1992.

TOWNSHIP OF DENVILLE



By: \_\_\_\_\_  
James F. Dyer  
Mayor



Donna I. Costello, RMC/CMC  
Township Clerk

DENVILLE TOWNSHIP EMPLOYEES' ASSOCIATION



By: \_\_\_\_\_  
Anne MacDonald, President